



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Minnesota State Office
220 Second Street, South
Minneapolis, Minnesota 55401-2195
<http://www.hud.gov/cts/ctshome.html>

July 18, 1997

INVITATION FOR BID NUMBER: 003-97-092

CLOSING DATE: August 18, 1997

CLOSING TIME: 3:00 p.m. Local Time

Dear Offeror:

Enclosed is an Invitation For Bid (IFB) solicitation package for asbestos abatement and demolition services at Concord Square Apartments in St. Paul, Minnesota for the HUD Minneapolis Area Office.

As noted in Part I, Section B, a firm-fixed price contract is expected to be awarded as a result of this solicitation.

As stated in Block 9 of the solicitation cover page (Standard Form 33), the place designated for submission of bids is Room 112 at 220 S. Second Street, Minneapolis, MN. This is the only place bids may be submitted. The deadline for submission of bids as stated in Block 9 will be strictly enforced. **Please refer to Section L, page 41, for bidding instructions.**

Offeror Alert: If you have obtained this solicitation from a source other than HUD, or if you have downloaded it from HUD's Internet Home Page, you will **not** automatically receive any amendments to this solicitation. Periodically, please check HUD's home page to see if there are any amendments.

Please Note: Not all of the attachments listed in this solicitation are included. To have a copy of the missing attachments **mailed** to you please contact Pat Leseman at 612-370-3191.

If you have any questions, please contact Pat Leseman, Contract Specialist, at 612-370-3191.

Sincerely,

Pat Leseman
Contracting Specialist

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 003-97-092	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 7/18/97	6. REQUISITION/PURCHASE NO.
7. ISSUED BY U.S. Department of Housing and Urban Development ASC 1, Minnesota State Office, Contracting Div. 220 Second Street, South Minneapolis, MN 55401-2195			8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid, solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in **original** and 1 copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Item 7 until 3:00 pm local time 8/18/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Pat Leseman	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (612) 370-3191
---------------------------	------------------------	---

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COST	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	19
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATION AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	2	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	2
X	H	SPECIAL CONTRACT REQUIREMENTS	1	X	M	EVALUATION FACTORS FOR AWARD	1

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15 C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 33 (Rev 4-85)
Prescribed by GSA FAR (48 CFR) 53.214(c)

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Contract Services

This is a contract for asbestos abatement and demolition services at Concord Square Apartments, located at 206 and 212 Concord Street, St. Paul, MN

B.2 Contract Definition

This is a Firm-fixed price contract as defined at Subpart 16.202 of the Federal Acquisition Regulation (48 CFR Chapter 1). A firm-fixed price contract provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

B.3 Compensation for Required Services

As full compensation for all services defined in Section C, Description/Specification/Work Statement the Contractor shall be paid the Firm-fixed price as specified below:

A. For all services required for asbestos abatement and demolition:

\$_____

PART I - THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Location

The location of the work to be performed under this contract is the Concord Square Apartments, St. Paul, MN. These buildings are of block foundation, wood exterior on stick wood construction, three stories each and have asphalt singled roofs.

C.2 Scope of Work - Summary

The scope of work to be performed under this contract consists of demolition and complete removal of all structures and foundation systems located on the surface and subsurface of Concord Square Apartments site. The contractor will then fill, backfill, site grade, and seed to restore the land to contours and conditions similar to that of the surrounding property.

The Concord Square Apartments site does have some asbestos containing materials (ACM). All labor, materials, and demolition related expenses to remove and properly dispose of ACM shall be included in the Contractor's price. A certified laboratory report regarding ACM is contained in Section J. Prior to any demolition activities, the Contractor shall remove and dispose of the asbestos materials in accordance with applicable federal, state, and local laws and regulations.

C.3 Work Plan

The contractor shall submit a written work plan within 5 calendar days of contract award, prior to the start of work. The work plan must be approved by the GTR before any work, site preparation, or set-up can commence. Approval of the work plan by the GTR does not relieve the contractor of full responsibility for a safe work place, and for adequate engineering controls to eliminate hazards, nor of full liability for any violation of legal requirements.

The work plan shall include, but not be limited to, the following subjects:

1. a work time schedule;
2. a description of demolition techniques and work practices;
3. the procedure for ensuring the turn-off, capping, availability of utilities, and for ensuring utility company lines are not damaged;
4. contingency and emergency planning, including a list of 24 hour emergency contractor telephone numbers, and police, fire ambulance, and hospital phone numbers;
5. the chain of command and communication for the contractor's organization, the contractor's on-site work force, the contractor with respect to subcontractors, and the responsible person(s) in the contractor's organization for communication with the Contracting Officer and GTR.

C.4 Specifications - Demolition

The contractor shall complete all asbestos abatement procedures prior to beginning demolition. The Contracting Officer will issue a notice to proceed for the demolition.

The work under this contract involves the complete demolition and removal of structures and foundation systems located on the surface or subsurface of Concord Square Apartments, 206 and 212 Concord Street, and the filling, backfilling, site grading and seeding to restore the land to contours similar to that of the surrounding property. The work shall include, but not be limited to, demolition of the following:

1. all building structures including garages;
2. all foundation systems both on the surface and below;
3. the paving, parking lot, curbing, driveways, sidewalks, and any and all subsurface systems;
4. all above and on ground items such as slabs, fences, sheds, and signs;
5. all posts, light posts, debris, trash, refuse, containers, retaining walls, and stoops;
6. all above and below ground items such as utilities, tanks, wires, piping, and lines up to the right-of-way with the public utility companies;
7. assure when sealing all existing sanitary and storm sewers at the property lines, that methane gas (if any) does not leak out.
8. maintain the mainline sewers, remove the sewer lines on the housing site, up to the right-of-way, and plug all sewer taps; provide documentation to the city the location of all sewer taps that are plugged.
9. maintain the water mains where possible. Remove the water service lines and plug all tap connections. Plans shall be submitted to St. Paul Water Works (SPWW) for prior approval. Changes to water services, which may include abandoning the water main, disconnecting branches at the water main, or a temporary turn off of water service at specified locations, will be subject to review and approval by SPWW.

In accordance with FAR 52,236-9, the contractor shall make a good faith effort to preserve trees and natural vegetation where possible. Any trees, shrubs, vegetation, and brush removed during demolition operations shall be collected and disposed as project debris. The contractor shall fill, backfill, compact, level, and conform the site to normal contours and grades similar to adjoining properties.

C.5 Execution of the Work

C.5A Site Safety

The project shall be subject to the specific safety requirements of all relevant OSHA regulations.

Burning debris or waste materials is prohibited anywhere on the demolition site. The use of explosives is prohibited anywhere on the demolition site.

C.5B Structural Removal

All structures, including surface and subsurface foundations and footings, walls, columns, partitions, and retaining walls shall be completely removed. All fences, concrete slabs, poles, and non-public

utility owned utility items and structures shall be removed. All building debris, contents, appliances, plumbing, and other items shall be removed. All trash bins, boxes, and miscellaneous debris shall be removed.

Foundation walls abutting public streets shall be removed in such sequence as not to weaken sub-soils adjacent to streets. All entrance steps, including steps encroaching on the sidewalks, shall be removed.

No dumping of debris, rubbish, trash, or vegetation removed shall be made anywhere except at approved off-site public landfill areas.

C.5C Backfill

Sub-grade cavities shall be backfilled. Before any sub-grade cavity is backfilled, all partitions, boxes, metal containers, wood, paper, trash, and any other debris of any nature must be removed from the fill material. Masonry material from the demolished structures may not be used for fill material. Organic matter, wood, plaster, or any other material that will deteriorate underground shall not be used in backfill. The contractor shall be allowed to backfill the excavations with clean fill obtained from the site excavation. If none is available, or if insufficient in volume, the contractor shall bring clean fill from off-site at no additional expense to HUD. Prior to backfilling operations, the contractor shall notify the GTR or other authorized inspector in order that an inspection of the excavation may be made.

All backfill shall be compacted in uniform, 12 inch layers to 85% modified proctor, ASTM D1552. Compaction tests shall be made at each layer. Compaction tests shall be performed by an independent third party laboratory at the contractor's expense. A copy of the laboratory report shall be provided to the GTR.

C.5D Site Cleaning and Grading

On completion of the work, the premises shall be left free of trash and debris. The site shall be cleaned to remove and dispose all projection posts, splinters, lumber, glass, sheet metal, and debris within the Concord Square Apartments site, whether or not such conditions resulted from operations under this contract.

The contractor shall comply with applicable laws and ordinances governing the disposal of materials, debris, rubbish, and trash off the project area.

The site shall be brought to a finished level continuous with adjoining properties. The site shall be graded and drained so that water run-off is not directed onto abutting properties, nor can stormwater form standing pools on the demolition site.

During the entire demolition project the contractor shall operate in such a manner as to prevent worker and operation generated trash and debris from creating unsightly conditions. All worker generated trash must be gathered and contained at the end of each work day.

Under this contract, the contractor has the right to salvage and remove materials resulting from the dismantling or demolition operation.

C.5E Seeding

Seeding shall be completed for all areas disturbed during demolition to establish a uniform grassed site. Sow seed by approved sowing equipment that will maximize retention of the seed and its successful germination.

Immediately before seeding, restore soil to the proper grade. Do not seed when the ground is muddy, or in an unsatisfactory condition for seeding. If special conditions exist that may warrant a variance in the above, submit a written request to HUD stating the special conditions and proposed variance. Apply seed within 24 hours after seedbed preparation. Sow seed with approved sowing equipment using one, or a combination of methods at the rate of 110 pounds per acre. Sow one-half the seed in one direction, and sow the remainder at right angles to the first sowing.

Immediately after seeding, firm entire area except for slopes in excess of 3 to 1 ratio with a roller not exceeding 90 pounds for each foot of roller width. If seeding is performed with a cultipacker-type seeder, or by hydroseeding, rolling may be eliminated.

See Section F for contract completion time period.

C.5F Environmental Controls

Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection, including stormwater runoff. Do not use water when it may create hazardous or objectionable conditions such as flooding, and pollution.

If unexpected hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

C.6 Administration and Supervision

C.6A Health and Safety Plan

An adequate site-specific health and safety plan must be submitted for GTR review within 5 calendar days of contract award, prior to beginning any asbestos abatement or demolition activities.

C.6B Utilities

The contractor shall provide all utilities needed for the work. The contractor shall be responsible to contact all appropriate utility companies to ensure public utility service is located and disconnected, that no public utility lines are disrupted, and that no hazardous conditions exist or are created. In the event the contractor damages any sanitary sewer main or service not requiring removal, or damages any other above ground or underground public structure or utility, the contractor shall replace or repair it as may be required by the local public agency. No additional compensation will be allowed.

If disconnections of underground utility services are required to be made in public thoroughfares, the contractor shall comply with all local requirements and regulations respecting the barricading of streets, the

removal and restoration of pavement, and any other pertinent matters.

C.7C Accidental Releases

The contractor shall report to the GTR as soon as possible any accidents or safety problems on the jobsite.

C.7D Required Submittals

1. Contractor's Site Specific Health and Safety Plan
2. Insurance certificates naming HUD as additionally insured for the types of coverage and limits as described in Article C.6A
3. Detailed Work Plan
4. Licenses and permits, as applicable, for waste transporters, disposal firms, local permits for demolition, etc.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and delivery fees related to submitting information, including forms and reports to the Contracting Officer or GTR, shall be borne by the Contractor.

D.2 Marking

All information submitted to the Contracting Officer or the GTR shall clearly indicate the contract number of the contract for which the information is being submitted.

PART I - THE SCHEDULE
SECTION E - INSPECTION AND ACCEPTANCE

E.1 2452.246-70 Inspection and Acceptance. (APR 1984)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) identified in Section G, or other individuals as designated by the Contracting Officer (see Article G.3).

E.2 52.246-13 Inspection-Dismantling, Demolition, or Removal of Improvements. (APR 1984)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly and without additional charge all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 45 calendar days after the Contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.2 52.212-12 Suspension of Work (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

F.3 52.211-12 Liquidated Damages - Construction (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$12.00 per unit per day for each day of delay.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 2452.237-73 Conduct of Work (APR 1984)

- (a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is Said Motamed or a successor designated in writing by the Contracting Officer.
- (b) The Contractor's work hereunder shall be carried out under the supervision of (to be completed at contract award).
- (c) The GTR shall provide direction on contract performance. **Such direction must be within the contract scope of work and may not be of a nature which:** (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-4; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.

G.2 On-site Performance Monitoring

The GTR, Said Motamed, shall act on behalf of HUD to monitor, evaluate, and report on the prosecution of the demolition work by the contractor.

G.3 Invoice Submission

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract in accordance with Section I, FAR 52.237-4.

(b) Submission of Invoices. Invoices shall be submitted in an original to the GTR and one copy to the Contracting Officer. To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment" and form PMS-106, Invoice Transmittal.

(c) Contractor Remittance Address. Payment shall be made to the Contractor's address as specified on the cover page of this contract, unless a separate remittance address is specified below:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Regulatory Requirements - Demolition

In accordance with Section I, FAR 52.236-7, the contractor shall comply with all ordinances and codes of the City of St. Paul, and of the State of MN. The contractor shall organize the contractor's operations to the limits prescribed by these ordinances including those regarding signs, advertising, traffic, fires, explosives, danger signs, barricades, and fire prevention. At no time shall the work of the contract interfere with the reasonable activities of the public, their peace, or dignity.

H.2 Permits and Notifications - Demolition

In accordance with Section I, FAR 52.236-7, it shall be the contractor's responsibility to ensure that all Federal, State, and local agencies are notified of the project and that all required permits are obtained. Copies of all permits, notifications, and payment of fees shall be submitted to HUD before any work will be permitted at Concord Square Apartments. The contractor shall be responsible for obtaining all required permits for removal, transport, and disposal of demolition materials from Concord Square Apartments. The contractor shall provide HUD with copies of all permits, fees paid, and disposal papers.

H.3 Insurance

The contractor shall provide insurance certificates naming HUD as additionally insured for the types of coverage and limits found at FAR 28.307-2 (see below). The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage:

1. Comprehensive General Liability: \$500,000.00 per occurrence.
2. Automobile Liability: \$200,000.00 per person, \$500,000.00 per occurrence, \$20,000.00 per occurrence of property damage.
3. Workmen's Compensation: As required by Federal and State worker's compensation and occupational disease statutes.
4. Employer's Liability Coverage: \$100,000.00 except in states where workers' compensation may not be written by private carriers.
5. Other as required by State law.

Within 15 calendar days of contract award and prior to commencement of work, the contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The contractor agrees to insert the substance of this clause in all subcontracts hereunder.

H.5 Service Contract Act Wage Rates

The Contractor is required to pay his employees and subcontractors applicable Service Contract Act wages as a minimum. Service Contract Act wage rates for Ramsey County are provided in Section J.

SECTION I - CONTRACT CLAUSES

I.1 Clauses Incorporated by Reference (52.252-2 JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. ***** indicates omitted text.

52.202-1	Definitions	SEP 1991
	-- Alternate I (APR 1984)	
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales	OCT 1995
	to the Government	
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price or Fee Adjustment for Illegal	SEP 1990
	or Improper Activity	
52.203-12	Limitation on Payments to Influence	JAN 1990
	Certain Federal Transactions	
52.209-6	Protecting the Government's	JUL 1995
	Interest When Subcontracting With	
	Contractors Debarred, Suspended, or	
	Proposed for Debarment	
52.214-26	Audit and Records--Sealed Bidding	OCT 1995
52.214-27	Price Reduction for Defective Cost	OCT 1995
	or Pricing Data - Modifications -	
	Sealed Bidding	
52.214-28	Subcontractor Cost or Pricing Data	OCT 1995
	- Modifications - Sealed Bidding	
52.214-29	Order of Precedence - Sealed Bidding	
52.219-8	Utilization of Small Business	OCT 1995
	Concerns and Small Disadvantaged	
	Business Concerns	
52.222-1	Notice to the Government of Labor	APR 1984
	Disputes	
52.222-3	Convict Labor	APR 1984
52.222-4	Contract Work Hours and Safety	JUL 1995
	Standards Act - Overtime	
	Compensation	
52.222-26	Equal Opportunity	APR 1984
52.222-35	Affirmative Action for Special	APR 1984
	Disabled and Vietnam Era Veterans	
52.222-36	Affirmative Action for Handicapped	APR 1984
	Workers	
52.222-37	Employment Reports on Special	JAN 1988
	Disabled Veterans and Veterans of	
	the Vietnam Era	
52.222-41	Service Contract Act of 1965,	MAY 1989
	as Amended	
52.222-42	Statement of Equivalent Rates	MAY 1989
	for Federal Hires	
52.222-44	Fair Labor Standards Act and	MAY 1989
	Service Contract Act--Price	
	Adjustment	
52.223-2	Clean Air and Water	APR 1984
52.223-6	Drug-Free Workplace	JUL 1990
52.228-1	Bid Guarantee	APR 1984
52.228-2	Additional Bond Security	APR 1984

52.228-5	Insurance - Work on a Government Installation	SEP 1989
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.230-2	Cost Accounting Standards	AUG 1992
52.230-3	Disclosure and Consistency of Cost Accounting Practices	NOV 1983
52.230-5	Administration of Cost Accounting Standards	FEB 1995
52.232-1	Payments	APR 1984
52.232-17	Interest	JAN 1991
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt payment	MAR 1994

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

52.232-28	Electronic Funds Transfer Payment Methods	APR 1989
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award	OCT 1995
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-21	Specifications and Drawings for Construction	APR 1984
52.237-4	Payment by Government to Contractor	APR 1984

(a) In partial consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor the firm-fixed price as stated in Article B.3.

(b) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government shall make final payment of the amount due the Contractor under this contract. If requested, the Contractor shall release all claims against the Government arising under this contract, other than any claims the Contractor specifically excepts, in stated amounts, from operation of this release.

52.242-13	Bankruptcy	JUL 1995
-----------	------------	----------

52.243-4	Changes	AUG 1987
52.243-7	Notification of Changes	APR 1984

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

52.244-1	Subcontracts (Fixed-Price Contracts)	FEB 1995
----------	--------------------------------------	----------

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below: N/A

52.244-5	Competition in Subcontracting	JAN 1996
52.245-6	Liability for Government Property (Demolition Services Contracts)	APR 1984
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements	APR 1984
52.249-10	Default (Fixed-Price Construction) -- Alternate I (APR 1984)	APR 1984

I.2 FAR Clauses Included in Full Text

52.203-9	Requirement for Certificate of Procurement Integrity-Modification. (SEP 1995)
----------	--

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification. The certification in paragraph (c)(2) of this clause is not required for a modification which procures commercial items.

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (NOV 1990)

(1) I, _____ (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the

exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet), ENTER NONE IF NONE EXISTS)

(Signature of the officer or employee responsible for the modification proposal and date)

(Typed name of the officer or employee responsible for the modification proposal)

* Subsections 27 (a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to

act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

I.3 HUDAR CLAUSES IN FULL TEXT

2452.209-72 Organizational conflicts of interest. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

(1) Award of the contract may result in an unfair competitive advantage; or

(2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.222-70 Accessibility of meetings, conferences, and seminars to persons with disabilities. (JUL 1988)

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

SECTION J - LIST OF ATTACHMENTS

1. Asbestos Survey
2. Attachment A - Service Contract Act Wage Determination

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

1. 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above



_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-4 Contingent Fee Representation and Agreement. (APR 1984)

(a) Representation. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror:

(Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see subpart 3.4 of the Federal Acquisition Regulation.)



(1) ____ has, ____ has not employed or retained any person or company to solicit or obtain this contract; and



(2) ____ has, ____ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) Agreement. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer:

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

3. 52.203-8 Requirement for Certificate of Procurement Integrity. (SEP 1995)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification. The certification in paragraph (b)(2) of this provision is not required for a procurement of commercial items.



CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____ (Name of certifier), am the officer or employee responsible for the preparation of this offer and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement _____ (solicitation number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that, to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of _____ (Name of Offeror)

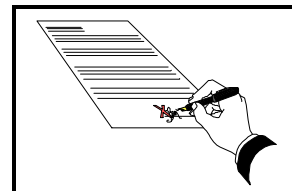
who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27 (a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (Continuation Sheet), ENTER NONE IF NONE EXIST)

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(Signature of the officer or employee responsible for the offer and date)

(Typed name of the officer or employee responsible for the offer)



* Subsections 27 (a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of certification)

(c)(1) For procurements using sealed bidding procedures, the signed certifications shall be submitted by each bidder with the bid submission except for procurements using two-step sealed bidding procedure (see Subpart 14.5). For those procurements, the certifications shall be submitted with submission of the step two sealed bids. A certificate is not required for indefinite delivery contracts (see Subpart 16.5) unless the total estimated value of all orders eventually to be placed under the contract is expected to exceed \$100,000.

(2) For contracts and contract modifications which include options, a certificate is required when the aggregate value of the contract or contract modification and all options (see 3.104-4(e)) exceeds \$100,000.

(3) Failure of a bidder to submit the signed certificate with its bid shall render the bid nonresponsive.

(d) Pursuant to FAR 3.104-9(d), the Offeror may be requested to execute

additional certifications at the request of the Government. Failure of an Offeror to submit the additional certifications shall cause its offer to be rejected.

(e) A certification containing a disclosure of a violation or possible violation will not necessarily result in the withholding of award under this solicitation. However, the Government, after evaluation of the disclosure, may cancel this procurement or take any other appropriate actions in the interests of the Government, such as disqualification of the Offeror.

(f) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing contractor responsible for the offer may rely upon a one-time certification from each individual required to submit a certification to the competing contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for 6 years from the date a certifying employee's employment with the company ends or, for an agent, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the Contractor.

(g) Certifications under paragraphs (b) and (d) of this provision are material representations of fact upon which reliance will be placed in awarding a contract.

4. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract

awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.



5. SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

In accordance with FAR 52.203-11, above:

☐ An SF-LLL, Disclosure of Lobbying Activities, is not required.

☐ An SF-LLL, Disclosure of Lobbying Activities, is required and has been submitted as an attachment to Section K. If required, please contact the Contracting Officer to obtain a copy of the form.

(Offeror/Bidder check applicable statement)

6. 52.204-3 Taxpayer Identification. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.



(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of a Federal, state or local government;

___ Other. State basis. _____

(d) Corporate Status.

___ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

___ Other corporate entity;

___ Not a corporate entity;

___ Sole proprietorship

___ Partnership

___ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent:

Name _____

TIN _____



7. 52.204-5 Women-Owned Business. (OCT 1995)

(a) Representation. The offeror represents that it ___ is, ___ is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.



8. 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a) The Offeror certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.



9. 52.214-2 Type of Business Organization - Sealed Bidding. (JUL 1987)

The bidder, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the bidder is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).



10. 52.219-1 Small Business Program Representations. (OCT 1995)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1795_____

(2) The small business size standard is \$7 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500

employees.

(b) Representations.

(1) The offeror represents and certifies as part of its offer that it ___ is, ___ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and

debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.



11. 52.219-2 Equal Low Bids. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

12. 52.222-21 Certification of Nonsegregated Facilities. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will

-

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



13. 52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.



14. 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.



15. 52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___, is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

16. 52.223-5 Certification Regarding A Drug-Free Workplace. (JUL 1995)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of

less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about -

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, section 1001.



17. 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1995)

(a) The offeror, by signing this offer, certifies that --

___ (1) To the best of its knowledge and belief, it is not subject to the filing and reporting requirements described in Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) sections 313(a) and (g) and Pollution Prevention Act (PPA) section 6607 because none of its owned or operated facilities to be used in the performance of this contract currently -

___ (i) Manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c).

___ (ii) Have more than 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).

___ (iii) Meet the reporting thresholds in toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).

___ (iv) Fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.

___ (2) If awarded a contract resulting from this solicitation, its owned or operated facilities to be used in the performance of this contract, unless otherwise exempt, will file and continue to file for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA section 313(a) and (g) and PPA section 6607 (42 U.S.C. 13106).

(b) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive order 12969, August 8, 1995 (60 FR 40989-40992).

18. 52.230-1 Cost Accounting Standards Notices and Certification. (NOV 1993)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to

any resultant contract.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of 48 CFR parts 9903 and 9904, except for those contracts which are exempt as specified in 48 CFR, Subpart 9903,201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR parts 9903 and 9904 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR Subpart 9903.202. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to-practice for pricing proposals or accumulating and reporting contract performance cost data.



(c) Check the appropriate box below:

_____ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy of the cognizant Administrative Contracting Officer (ACO), and (ii) one copy to the cognizant contract auditor.

(Disclosure must be on Form No. CASB DS-1. Forms may be obtained from the cognizant ACO or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

_____ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

_____ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

_____ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

_____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts.

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

___ Yes ___ No

19. Contractor Establishment Code

The offeror shall supply its Contractor Establishment Code (CEC) applicable to its name and address, if known to the offeror. The number should be inserted in the blank below. Offerors should take care to report the correct CEC and not a similar number assigned to the offeror in a different system. The CEC is a nine position alpha-numeric code assigned to a contractor establishment that contracts with a Federal executive agency. The CED system is distinct from the Federal Taxpayer Identification Number (TIN) System and the Dun and Bradstreet Data Universal Numbering System (DUNS) which have previously been used to identify contractors. The TIN number is required to be inserted in a different location in this Section K.



CEC: _____

The Government will obtain a CEC number for any awardee that does not have or does not know its CEC number.

20. 2452.203-71 Certification Regarding Federal Employment. (DEC 1992)

By submitting an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.



21. 2452.209-71 Organizational conflict of interest certification. (APR 1984)

The bidder or offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of

work to be performed under this proposed Government contract and the bidder or offeror's organizational, financial, contractual or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the offeror; or
- (b) Impair the offeror's objectivity in performing the contract work.

___ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to Offeror(s) or Bidder(s) possible performance of this procurement.



22. 2452.226-70 Certification of Status as a Minority Business Enterprise.
(AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ___ is, ___ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ___ Black Americans
- ___ Hispanic Americans
- ___ Native Americans
- ___ Asian Pacific Americans
- ___ Asian Indian Americans

23. Signature Block.

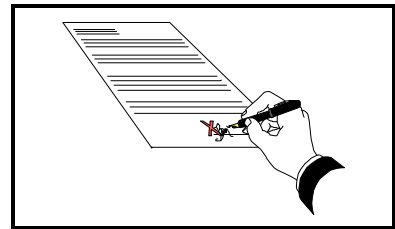
By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date



SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

L.1 Bid Instructions

- A. The offeror shall complete and return as its bid each of the following documents contained in this solicitation package:
 - 1. Standard Form 33 - Solicitation, Offer, and Award
 - 2. Price Schedule - Page B-1
 - 3. Representations and Certifications, Section K
- B. The offeror shall complete blocks 15 through 18 in the section marked "offer" of the Standard Form 33 (2nd page of solicitation) An authorized individual must sign in Block 17.
- C. The offeror shall complete the Price Schedule by inserting a lump sum price to perform all work associated with this contract. This price shall include both the asbestos abatement and the demolition work. It shall also include any costs for permits, etc.
- D. The offeror shall complete the Representations and Certifications by providing all requested information and signing the document on the last page.

L.2 FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.214-1	Solicitation Definitions--Sealed Bidding	JUL 1987
52.214-3	Amendments to Invitations for Bids	DEC 1989
52.214-4	False Statements in Bids	APR 1984
52.214-5	Submission of Bids	JUL 1995
52.214-6	Explanation to Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	JUL 1995
52.214-9	Failure to Submit Bid	JUL 1995
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation of Bids	APR 1984
52.214-16	Minimum Bid Acceptance Period	APR 1984

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allow the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a fixed price, lump sum contract resulting from this solicitation.

L.4 52.219-1 Small Business Program Representations. (OCT 1995)

(a) The standard industrial classification (SIC) code for this acquisition is 1795.

(b)(1) The small business size standard is \$7.0 million average annual receipts for the last three fiscal years.

L.5 FAR 52.233-2 Service of Protest. (OCT 1995)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Pat Leseman, Contracting Specialist, HUD, 220 S Second St., St. Paul, MN 55401.

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

L.6 Special Instructions Regarding Lobbying Disclosures.

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), he/she shall attach the completed form to the back of the executed certifications and representations (Section K), submitted as part of the bid/proposal.

PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION M - EVALUATION FACTORS FOR AWARD

M.1. AWARD

- A. In accordance with FAR 52.214-10, Contract Award-Sealed Bidding which is incorporated by reference in Section L.2:
- The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price
- B. Prices will be evaluated based on the lump sum price proposed on the Price Schedule.
- C. After determining the low responsive bid covered by this solicitation, the Government shall determine whether the bidder is responsible in accordance with the following general standards stated at FAR 9.104-1:
1. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3b);
 2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments;
 3. Have a satisfactory performance record (see FAR 9.104-3c);
 4. Have a satisfactory record of integrity and business ethics;
 5. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors) (see FAR 9.104-3b);
 6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see FAR 9.104-3b); and
 7. Be otherwise qualified and eligible to receive an award under applicable laws and regulation.
- D. In examining a prospective contractor's qualifications to comply with C.5 above, the Government will consider the demonstrated experience of the offeror, its key personnel, and any subcontractors in performing asbestos abatement and demolition services.